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**ILLINOIS COMMERCE COMMISSION**

ILLINOIS BELL TELEPHONE COMPANY )  
(Ameritech Illinois) and )  
2ND CENTURY COMMUNICATIONS, INC. )

Joint Petition for Approval of Negotiated )  
Interconnection Agreement dated March 8, 2000, )  
pursuant to 47 USC. § 252 )

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CHIEF CLERK'S OFFICE

ILLINOIS  
COMMERCE COMMISSION  
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**JOINT PETITION FOR APPROVAL OF NEGOTIATED  
INTERCONNECTION AGREEMENT BETWEEN  
2ND CENTURY COMMUNICATIONS, INC. AND AMERITECH ILLINOIS**

Illinois Bell Telephone Company ("Ameritech Illinois") and 2nd Century Communications, Inc. ("2<sup>nd</sup> Century"), through counsel, hereby request that the Commission review and approve the attached Interconnection Agreement dated March 8, 2000 pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 47 USC. §§ 252 (a)(1) and 252(e), (the "Act"). In support of their request, the parties state as follows:

1. The Agreement was arrived at through 2<sup>nd</sup> Century exercising its rights under section 252(i) of the Act by adopting the existing Interconnection Agreement between Ameritech Illinois and Accelerated Connections, Inc. which provides for interconnection access to unbundled network elements, resale and other services addressed in Section 251 of the Act.
2. Pursuant to Section 252(e)(2) the Commission may only reject a negotiated agreement if it finds that (1) the agreement discriminates against another carrier or (2) implementation of the Agreement would not be consistent with the public interest, convenience and necessity. Neither basis for rejection is present here.
3. As set forth in the attached Verified Statement in Support of Willena D. Slocum, Ameritech Illinois will make the Agreement available to any other telecommunications carrier operating within its territory. Other carriers are also free to negotiate their own terms and conditions pursuant to the applicable provisions of the Act. For this reason, the Agreement is not discriminatory.

4. In addition, Ms. Slocum's Verified Statement demonstrates that implementation of the Agreement is consistent with the public interest because it will promote facilities-based local exchange competition and enhance 2<sup>nd</sup> Century's ability to provide Illinois telecommunications users with a facilities-based, competitive alternative for local telephone services.

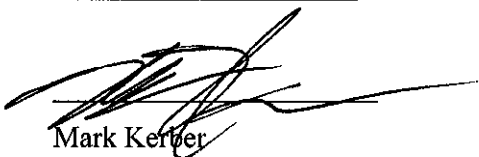
5. In accordance with Section 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this submission.

6. Copies of the Agreement are available for public inspection in Ameritech Illinois' public offices.

WHEREFORE, Ameritech Illinois and 2<sup>nd</sup> Century respectfully request that the Commission approve the attached interconnection Agreement under Section 252(e) of the Act as expeditiously as possible.

Respectfully submitted this 8th day of May, 2000

AMERITECH ILLINOIS



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**STATE OF ILLINOIS**

**ILLINOIS COMMERCE COMMISSION**

<b>ILLINOIS BELL TELEPHONE COMPANY</b>	)	
<b>(Ameritech Illinois)</b>	)	
<b>and 2nd Century Communications, Inc.</b>	)	
	)	<b>00 - _____</b>
<b>Joint Petition for Approval of Negotiated</b>	)	
<b>Interconnection Agreement dated March 8, 2000,</b>	)	
<b>pursuant to 47 USC. §§ 252 (a)(1) and 252(e)</b>	)	

**STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL**

I, Willena D. Slocum am Project Manager – Contract Negotiations Support for Southwestern Bell Telephone Company/Illinois Bell Telephone Negotiations and Interconnection, and submit this Statement in support of the Joint Petition for Approval of a Negotiated Interconnection Agreement between 2nd Century Communications, Inc. and Ameritech Illinois.

The attached interconnection agreement (the “Agreement”) between Illinois Bell Telephone Company (“Ameritech Illinois”) and 2nd Century Communications, Inc. (“2<sup>nd</sup> Century”) represents Ameritech Illinois’ compliance with 2<sup>nd</sup> Century’s statutory rights under Section 252(i) of the Act. Accordingly, Ameritech Illinois and 2<sup>nd</sup> Century requests approval pursuant to Sections 252(a)(1) and 252(e) of the Telecommunications Act of 1996 (sometimes referred to as the “Act”).

In accordance with Sections 251 and 252 of the Act, 2<sup>nd</sup> Century adopted in its entirety the terms of the Agreement between Ameritech Illinois and Accelerated Connections, Inc. effective August 18, 1998. The Agreement shall expire August 17, 2001. The Agreement establishes the financial and operational terms for: the physical interconnection between Ameritech Illinois’ and 2<sup>nd</sup> Century’s networks based on mutual and reciprocal compensation; unbundled access to Ameritech Illinois’ network elements, including Ameritech Illinois’ operations support systems functions; physical collocation; number portability; resale; and a variety of other business relationships. Upon expiration of the initial term, the Agreement shall automatically be renewed for additional one (1) year periods (“renewal term”) unless a Party delivers to the other Party written notice of termination of the Agreement at least one hundred twenty (120) days prior to the expiration of the initial term or a renewal term. The key provisions of the Agreement are summarized as follows:

### Interconnection

Interconnection is mutual. Physical interconnection will be made through either (i) collocation; or (ii) any other technically feasible interconnection method agreed upon by the parties, including fiber-meet using SONET technology. Interconnection will assure seamless transfer of calls between the parties' respective customers. Interconnection Performance Benchmarks have been mutually agreed to by the Parties. Emergency 911/E911-service interconnection will be provided where 2nd Century is authorized to provide local exchange services and Ameritech Illinois is the 911/E911-service provider.

Local and intraLATA toll traffic will be delivered over the same trunk groups with verification procedures for distinguishing the nature of such traffic. The trunks for local and intraLATA toll traffic shall be provided via one-way trunk groups or upon mutual agreement of the Parties, two-way trunk groups. Jointly established two-way access toll connecting trunks will allow for the joint provision of exchange access, including nontranslated 800/888, 976 traffic, and parallel existing meet point billing arrangements. Ancillary trunk groups will be utilized for directory assistance, operator services and 911/E911 service.

Busy Line Verification / Busy Line Verification Interrupt traffic will be accommodated. Although not required by the Act, Ameritech Illinois Transit Service will be provided as part of the Agreement for the delivery of traffic from other LECs and CMRS providers in Illinois to 2nd Century and from 2nd Century to those other LECs and CMRS providers. This will allow customers of 2nd Century to reach customers of other LECs and CMRS providers in Illinois, and vice versa, immediately upon implementation of the Agreement.

Compensation for the interconnection is reciprocal with each party paying the other the same amount for each call that terminates on the other's network, subject to 47 C.F.R. Section 51.711(b). Local traffic (Bands A and B) will be billed for such transport and termination at the rates in the Agreement listed at Item II of the Pricing Schedule. Switched access rates from the applicable federal and state tariffs will apply to intraLATA Band C and toll traffic. Meet point billing (Multiple Bill/Single Tariff) will be made for exchange access.

The Agreement provides for a bona fide request process whereby 2nd Century and Ameritech Illinois can request interconnection at points in each other's network other than those specified in the Agreement.

### Unbundled Network Elements

Unbundled access to Loops, Network Interface Devices, Switching Capabilities (Local & Tandem), Interoffice Transmission Facilities, Signaling Links and Call Related Databases, Operations Support Systems, and Operator Services and Directory Assistance is made available under the Agreement. Loops, which Ameritech Illinois currently offers, on an unbundled basis will continue to be offered upon implementation of the Agreement. In addition, other loop types listed in Schedule 9.2.1 of the Agreement will be available. With the exception of Network Interface Devices, access to unbundled Network Elements generally will be via collocation. Custom access to unbundled Network Elements can be requested and made available pursuant to a bona fide request process.

There are recurring and non-recurring charges for unbundled Network Elements. Rates and charges for all unbundled Network Elements provided under the Agreement are listed in the Pricing Schedule of the Agreement.

The Agreement provides for specific provisioning, performance and service quality requirements for unbundled access.

#### Other Network Elements

The Agreement provides for a bona fide request process where 2nd Century can request access to an Ameritech network element that is not already available under the Agreement.

#### Collocation

The Agreement provides for collocation for interconnection and access to network elements as required by the Act. Physical collocation is provided where space permits. Where physical space is not available, or is not practical for technical reasons, virtual collocation will be made. Prices charged to 2nd Century for physical collocation are set forth at Item VII of the Pricing Schedule of the Agreement. Ameritech Illinois will also provide 2nd Century collocation for the placement of microwave transmission facilities pursuant to Article XII of the Agreement.

#### Number Portability

The Agreement provides for reciprocal interim number portability via remote call forwarding, direct-inward-dialing or through NXX Migration. This will allow customers to keep their telephone numbers when they switch service providers. Cost recovery shall be in a competitively neutral manner, as determined by the Commission. Migration to Permanent Number Portability shall occur as soon as practical but no later than the date provided by the FCC.

#### Resale

Resale is available to 2nd Century in accordance with the terms, conditions and rates specified in Ameritech's Resale Local Exchange Service tariff, Ill. C.C. No. 19, Part 22 and Ill. C.C. No. 20, Part 22. Resale performance benchmarks are set forth in Schedule 10.9.2 of the Agreement.

#### Other Services

2nd Century's primary listings shall be included in Ameritech Illinois' White Pages Directories pursuant to certain terms and conditions and Section 251(b)(3) of the Act. Access to Poles, Ducts, Conduits and Rights-Of-Way are provided pursuant to Sections 251(b)(4) and 224 of the Act.

Under Sections 252(e)(1) and (2) of the Act, the Commission may reject the Agreement only if the Agreement or a portion thereof "... discriminates against a telecommunications carrier not a party to the agreement" or "... implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity". Because the Agreement is the product of voluntary negotiation, it

does not have to comply with the standards set forth in Sections 251(b) and (c), thus rendering inapplicable the pricing standards set forth in Section 252(d).

The Agreement is not discriminatory. Ameritech Illinois will make this Agreement available to any other telecommunications carrier operating within Ameritech Illinois' service territory. Other telecommunications carriers can negotiate their own arrangements pursuant to the applicable provisions of the Act.

The Agreement is the product of good faith, arms-length negotiations between competitors. Overall, the Agreement is acceptable to both parties and it shows that two competitors, negotiating in good faith under the terms of the Act, can arrive at a mutually beneficial business arrangement that overall meets their individual business interests and furthers the cause of competition in the local exchange market. This is precisely the process Congress envisioned in crafting the Act. See S. Rep. No. 23, 104th Cong., 1st Sess. at p. 19 ("The Committee intends to encourage private negotiation of interconnection agreements.") (The Conference Committee on the Telecommunications Act of 1996 receded to the Senate on Sections 252 (a) and (b), see Joint Explanatory Statement of the Committee of Conference at p. 125).

The Agreement is consistent with the public interest, convenience and necessity. It is a comprehensive agreement that tailors the interconnection and service arrangements previously approved by the Commission for facility based competition to meet the individual needs of the parties and thereby will promote facility-based, local exchange competition -- one of the primary purposes of the Act and a long-standing goal of this Commission. The Agreement will enhance 2nd Century's ability to quickly begin providing residential and business subscribers in Ameritech Illinois' service territory with a facilities-based, competitive alternative for their local exchange service. Under the Agreement, customers will be able to choose 2nd Century instead of Ameritech Illinois for their local service, they will be able to change companies without changing telephone numbers, and they will be able to call 2nd Century's customers and customers of other LECs without dialing special codes.

The Agreement meets all the requirements of the Act and the Commission should approve it.

STATE OF ILLINOIS

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COUNTY OF COOK

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VERIFICATION

Willena D. Slocum, being duly sworn, states on oath that she is Project Manager – Contract Negotiations Support for Southwestern Bell Telephone Company/Illinois Bell Telephone Company Negotiations and Interconnection, and that the facts stated in the foregoing Joint Petition for Approval of Negotiated Agreement and Statement in Support of Joint Petition for Approval are true and correct to the best of her knowledge, information and belief.

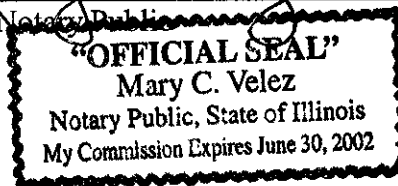
Willena D Slocum

Willena D. Slocum

Subscribed and sworn to before me this 17 day of May, 2000.

Mary C Velez

Notary Public



**STATE OF ILLINOIS**  
**ILLINOIS COMMERCE COMMISSION**

ILLINOIS Bell telephone Company	)	
(Ameritech Illinois)	)	
and 2 <sup>nd</sup> Century Communications, Inc.	)	
	)	00-_____
Joint Petition for Approval of	)	
A Negotiated Interconnection	)	
Agreement pursuant to 47 USC. § 252	)	

**STATEMENT IN SUPPORT OF JOINT PETITION FOR APPROVAL**

I, Michael Reith, am Director of Regulatory and Industry Relations for 2<sup>nd</sup> Century Communications, Inc. ("2<sup>nd</sup> Century"), and submit this Statement in support of the Joint Petition for Approval of a Negotiated Interconnection Agreement between 2<sup>nd</sup> Century and Ameritech Illinois.

2<sup>nd</sup> Century and Ameritech Illinois (collectively referred to herein as, the "Parties") apply to this Commission for approval of the attached Interconnection Agreement (the "Agreement"). The Agreement was entered into by the Parties in accordance with Section 252 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").<sup>1</sup> The Agreement represents 2<sup>nd</sup> Century's election, pursuant to Section 252(i) of the Act, to adopt the approved agreement between Accelerated Communications, Inc., ("Accelerated Communications") and Ameritech Illinois without modification to any of the rates, terms or conditions of the Accelerated Communications – Ameritech Illinois agreement, except those necessary to effectuate the substitution of 2<sup>nd</sup> Century for Accelerated Communications. Approval of the Agreement

will further competition in Ameritech Illinois' service territory through interconnection of the Parties' networks in accordance with the requirements of the Act.

The Agreement was entered into by these Parties in order to permit them to advance the goal of this Commission and the United States Congress to open and expand telecommunications competition in Illinois and around the country. To the extent required for interconnection agreements opted into pursuant to Section 252(i), the Parties now submit the Agreement for approval in accordance with the terms of Section 252(e) of the Act.<sup>2</sup> The Parties request that the Commission determine that the grounds for rejection of a negotiated agreement, set forth in Section 252(e)(2)(A)(i) and Section 252(e)(2)(A)(ii), are not applicable to the Agreement.<sup>3</sup> With respect to Section 252(e)(2) of the Act, the Parties assert that the Agreement does not discriminate against any telecommunications carrier not a party to the Agreement.<sup>4</sup> The implementation of the Agreement is consistent with the public interest, convenience, and necessity. The Agreement does not violate any requirement of the Commission, including, but not limited to, quality of service standards adopted by the Commission. Neither Party waives any of its rights or remedies under the Act, the rules, decisions or administrative processes of the Federal Communications Commission, the rules and decisions of the Illinois Commerce Commission or any other applicable law.

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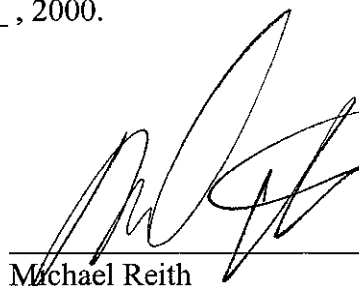
<sup>1</sup> 47 U.S.C. §252.

<sup>2</sup> 47 U.S.C. §252(e).

<sup>3</sup> See 47 U.S.C. §252 (e)(2)(A)(i) and (ii).

The Parties request that the Commission act expeditiously to approve this Section 252(i) Agreement, consistent with the intent of the Act.

DATED this 16 day of May, 2000.



Michael Reith  
Director of Regulatory and Industry Relations  
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Telephone: (813) 935-8866 ext. 1211  
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STATE OF ILLINOIS

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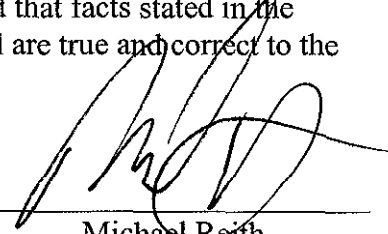
COUNTY OF COOK

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**VERIFICATION**

Michael Reith, being duly sworn, states on oath that he is Director of Regulatory and Industry Relations for 2<sup>nd</sup> Century Communications, Inc., and that facts stated in the foregoing Statement in Support of joint Petition for Approval are true and correct to the best of his knowledge, information and belief.



Michael Reith

Subscribed and sworn to before me this  
16<sup>th</sup> day of May, 2000.

  
Notary Public